

MORTGAGE NOTE

\$3,279,035.28

New York, New York
March 12, 1999

FOR VALUE RECEIVED WEC 99A-2 LLC, a Delaware limited liability company, having its principal place of business at 116 Gulfstream Road, Palm Beach, Florida 33480-4708 (hereinafter referred to as "Maker"), promises to pay to the order of CAPITAL LEASE FUNDING, L.P., a Delaware limited partnership, at its principal place of business at 110 Maiden Lane, 36th Floor, New York, New York 10005 (hereinafter referred to as "Payee"), or at such place as the holder hereof may from time to time designate in writing, the principal sum of Three Million Two Hundred Seventy Nine Thousand Thirty-Five and 28/100 (\$3,279,035.28) in lawful money of the United States of America with interest thereon to be computed on the unpaid principal balance from time to time outstanding at the Applicable Interest Rate (hereinafter defined) and together with all applicable Monthly Servicing Fees (hereinafter defined), and to be paid in installments as follows:

1. A payment of interest only on the date hereof in the amount of \$24,046.26 calculated from the date hereof through, but not including, the 15th day of April, 1999; and
2. A payment in the amount set forth in Schedule A attached hereto for the applicable month under the column labeled "Monthly Principal, Interest and Servicing Fee", on the 15th day of May, 1999 and on the 15th day of each calendar month thereafter up to and including the 15th day of March, 2021; each of such payments to be applied (a) to the payment of a monthly servicing fee to Servicer (hereinafter defined) (the "Monthly Servicing Fee") in the amount set forth in Schedule A for the applicable month under the column labeled "Monthly Servicing Fee"; (b) to the payment of interest computed at the Applicable Interest Rate in the amount set forth in Schedule A for the applicable month under the column labeled "Monthly Interest Expense"; and (c) the balance applied toward the reduction of the principal sum;

and the balance of said principal sum together with all accrued and unpaid interest thereon (including, without limitation, the final monthly installment of principal and interest in the amount of \$1,356,203.16), and together with the final monthly installment of the Monthly Servicing Fee in the amount of \$82.93, shall be due and payable on the 15th day of April, 2021 (the "Maturity Date"). Interest on the principal sum of this Note shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each except that interest due and payable for a period less than a full month shall be calculated by multiplying the actual number of days elapsed in such period by a daily rate based on said 360 day year.



The term "Applicable Interest Rate" as used in this Note shall mean from the date of this Note through and including the Maturity Date, a rate of Eight percent (8.00%) per annum.

The whole of the principal sum of this Note, together with all interest accrued and unpaid thereon and all other sums due under the Mortgage (hereinafter defined) and this Note (all such sums hereinafter collectively referred to as the "Debt") shall without notice become immediately due and payable at the option of Payee if any payment required in this Note is not paid when due or on the happening of any other default, after the expiration of any applicable notice and grace periods, herein or under the terms of the Mortgage (hereinafter collectively an "Event of Default"). All of the terms, covenants and conditions contained in Mortgage and the Other Security Documents (hereinafter defined) are hereby made part of this Note to the same extent and with the same force as if they were fully set forth herein. In the event that it should become necessary to employ counsel to collect or enforce the Debt or to protect or foreclose the security therefor, Maker also shall pay on demand all costs of collection incurred by Payee, including attorneys' fees and costs reasonably incurred for the services of counsel whether or not suit be brought.

Except as otherwise expressly provided in connection with a casualty or condemnation under Paragraphs 3(d) and 6(b) of the Mortgage, the principal balance of this Note may not be prepaid in whole or in part, whether voluntarily or involuntarily, prior to the Maturity Date; provided, however, that Maker shall have the right and option to defease the Loan and obtain a release of the Mortgaged Property (as such term is defined in the Mortgage) from the lien of the Mortgage in accordance with and subject to the terms and provisions set forth in Paragraph 59 of the Mortgage (the "Defeasance Option"). If following the occurrence of any Event of Default, Maker or any purchaser at foreclosure or any other person (as defined in the Mortgage) shall tender payment of all or any portion of the Debt, whether such payment is voluntary or involuntary, or occurs as a result of a foreclosure or the exercise of any other remedies available to Payee under this Note, the Mortgage and the Other Security Documents, or otherwise, such tender shall be deemed to be an attempt to circumvent the prohibition against prepayment set forth herein and Maker shall pay to Payee, in addition to the Debt, the Default Prepayment Consideration (hereinafter defined).

The "Default Prepayment Consideration" is an amount equal to the greater of (a) one percent (1%) of the principal amount of the Loan being tendered or (b) a prepayment consideration in an amount equal to (i) the present value as of the date such payment is tendered (the "Prepayment Date") of the remaining scheduled payments of principal and interest from the Prepayment Date through the Maturity Date (including any balloon payment) determined by discounting such payments at the Discount Rate (as hereinafter defined), less (ii) the amount of principal being tendered. As used herein, the "Discount Rate" is the rate which, when compounded monthly, is equivalent to the Treasury Rate (hereinafter defined) when compounded semi-annually. The "Treasury Rate" is the yield calculated by the linear interpolation of the yields, as reported in Federal Reserve Statistical Release H.15-Selected Interest Rates under the heading "U.S. Government Securities/Treasury Constant Maturities" for the week ending prior to the Prepayment Date, of U.S. Treasury constant maturities with

maturity dates (one longer and one shorter) most nearly approximating the Maturity Date. In the event Release-H.15 is no longer published, Payee shall select a comparable publication to determine the Treasury Rate. Payee shall notify Maker of the amount and the basis of determination of the required Default Prepayment Consideration. If the Prepayment Date is a date other than a regularly scheduled payment date, in addition to the amounts due and payable hereunder, Maker shall pay interest accrued and unpaid on the principal balance of this Note to and including the next scheduled payment date following the Prepayment Date and such additional amounts due shall be included as part of the Default Prepayment Consideration.

Maker has deposited in escrow with Payee the sum of Twenty Four Thousand Seven Hundred Seventy-Four and 93/100 Dollars (\$24,774.93) (the "Deposit") upon execution of this Note as prepaid interest. Except as otherwise provided below, the Deposit shall be used exclusively by Payee to pay to Payee on or before the applicable due dates, the interest and/or principal which is due and payable under this Note for the period from the date hereof through, but not including, April 15, 1999 and for any other purpose described in Paragraph 3 of the Assignment of Lease and Rents (as defined in the Mortgage), and Payee shall have the right to so apply such Deposit without any further notice to Maker or further action by Maker or Payee. The Deposit is pledged as additional security for the indebtedness evidenced by this Note and secured by the Mortgage. If Maker defaults on any payment due under this Note or under any covenant in the Mortgage, or under any term or provision of any Other Security Document, then Payee and/or Servicer (as defined in the Mortgage), in its sole and absolute discretion, may, at its option, (i) apply the Deposit or any portion of such funds to payment of the indebtedness evidenced by this Note or any unpaid fees, costs or expenses that Maker is required to pay under this Note or under any of the Other Security Documents; provided, however, that such application of funds shall not cure or be deemed to cure any default; (ii) apply the Deposit to reimburse Payee and/or Servicer for any losses or expenses (including, without limitation, legal fees and disbursements) suffered or incurred by Payee and/or Servicer as a result of such default; and/ or (iii) apply the Deposit in connection with the exercise of any rights and remedies available to Payee and/or Servicer at law or in equity or under this Note or under any of the Other Security Documents.

Maker does hereby agree that upon the occurrence of an Event of Default or upon the failure of Maker to pay the Debt in full on the Maturity Date, Payee shall be entitled to receive and Maker shall pay interest on the entire unpaid principal sum and any other amounts due at a rate equal to four percent (4%) above the Applicable Interest Rate (the "Default Rate"). Such Default Rate interest shall be compounded monthly. The Default Rate shall be computed from the occurrence of the Event of Default until the actual receipt and collection of the Debt. This charge shall be added to the Debt, and shall be deemed secured by the Mortgage. This paragraph, however, shall not be construed as an agreement or privilege to extend the date of the payment of the Debt, nor as a waiver of any other right or remedy accruing to Payee by reason of the occurrence of any Event of Default. In the event the Default Rate is above the maximum rate permitted by applicable law, the Default Rate shall be the maximum rate permitted by applicable law.

This Note is secured by the Mortgage and the Other Security Documents. The term "Mortgage" as used in this Note shall mean the Mortgage, Security Agreement, Assignment of Lease and Rents and Fixture Filing dated the date hereof in the principal sum of \$3,279,035.28 given by Maker for the use and benefit of Payee covering the fee estate of Maker in certain premises located in Washington County, State of Arkansas, as more particularly described therein. The term "Other Security Documents" as used in this Note shall mean all and any of the documents other than this Note or the Mortgage now or hereafter executed by Maker and/or others and by or in favor of Payee, which wholly or partially secure or guarantee payment of this Note. Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors, assigns, heirs, executors and administrators.

This Note is subject to the express condition that at no time shall Maker be obligated or required to pay interest on the Debt at a rate which could subject Payee to either civil or criminal liability as a result of being in excess of the maximum interest rate which Maker is permitted by applicable law to contract or agree to pay. If by the terms of this Note, Maker is at any time required or obligated to pay interest on the Debt at a rate in excess of such maximum rate, the rate of interest due under this Note shall be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

If any sum payable under this Note is not paid on or before the date on which it is due, Maker shall pay to Payee upon demand an amount equal to the lesser of five percent (5%) of such unpaid sum or the maximum amount permitted by applicable law to defray the expenses incurred by Payee in handling and processing such delinquent payment and to compensate Payee for the loss of the use of such delinquent payment and such amount shall be secured by the Mortgage and the Other Security Documents.

This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Payee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

If Maker (but not the constituent partners, members, beneficiaries, managers or trustees of Maker) consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

Except for the Servicer Notice (as defined in the Mortgage) referenced in Paragraph 7 of the Mortgage, Maker and all others who may become liable for the payment of all or any part of the Debt do hereby severally waive presentment and demand for payment, notice of dishonor, protest, notice of protest, notice of non-payment, and notice of intent to accelerate the maturity hereof (and of such acceleration). No release of any security for the Debt or extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note, the Mortgage or the Other

Security Documents made by agreement between Payee and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker, and any other who may become liable for the payment of all or any part of the Debt, under this Note, the Mortgage or the Other Security Documents.

Subject to the qualifications below, Payee shall not enforce the liability and obligation of Maker to perform and observe the obligations contained in this Note, the Mortgage or the Other Security Documents by any action or proceeding wherein a money judgment shall be sought against Maker or any partner, member, beneficiary, principal, manager, trustee, officer, director or shareholder of Maker, except that Payee may bring a foreclosure action, an action for specific performance or any other appropriate action or proceeding to enable Payee to enforce and realize upon its interest under this Note, the Mortgage and the Other Security Documents, or in the Mortgaged Property, or any other collateral given to Payee pursuant to the Other Security Documents; provided, however, that, except as specifically provided herein, any judgment in any such action or proceeding shall be enforceable against Maker only to the extent of Maker's interest in the Mortgaged Property and in any other collateral given to Payee, and Payee, by accepting this Note, the Mortgage and the Other Security Documents, agrees that it shall not sue for, seek or demand any deficiency judgment against Maker or any partner, member, beneficiary, principal, manager, trustee, officer, director or shareholder of Maker in any such action or proceeding under or by reason of or under or in connection with this Note, the Mortgage or the Other Security Documents. The provisions of this paragraph shall not, however, (a) constitute a waiver, release or impairment of any obligation evidenced or secured by this Note, the Mortgage or any of the Other Security Documents; (b) impair the right of Payee to name Maker as a party defendant in any action or suit for foreclosure and sale under the Mortgage; (c) affect the validity or enforceability of any guaranty made in connection with the Debt or any of the rights and remedies of the Payee thereunder; (d) impair the right of Payee to obtain the appointment of a receiver; (e) impair the enforcement of the Assignment of Lease and Rents given in connection herewith; or (f) constitute a waiver of the right of Payee to enforce against Maker the liability and obligation of Maker, by money judgment or otherwise, to the extent of any loss, damage, cost, expense, liability, claim or other obligation incurred by Payee (including attorneys' fees and costs reasonably incurred) arising out of or in connection with the following:

- (i) fraud or intentional misrepresentation by Maker or any guarantor in connection with the Debt;
- (ii) material physical waste by Maker of the Mortgaged Property;
- (iii) the breach by Maker of any provision in any environmental indemnity given by Maker to Payee in the Mortgage or pursuant to a separate agreement concerning environmental laws, hazardous substances and asbestos and any indemnification of Payee with respect thereto in such document or agreement;

- (iv) the removal or disposal by Maker of any portion of the Mortgaged Property after an Event of Default, except as otherwise expressly permitted under the terms of this Note, the Mortgage, the Other Security Documents or the Lease (as defined in the Mortgage);
- (v) the misapplication or conversion by Maker of (A) any insurance proceeds paid to Maker by reason of any loss, damage or destruction to the Mortgaged Property, (B) any awards or other amounts received by Maker in connection with the condemnation of all or a portion of the Mortgaged Property, or (C) any rents paid to Maker following an Event of Default;
- (vi) failure to pay charges for labor or materials or other charges incurred or created by Maker that can create liens on any portion of the Mortgaged Property senior or superior to the lien of the Mortgage;
- (vii) any security deposits collected by Maker with respect to the Mortgaged Property which are not delivered to Payee upon a foreclosure of the Mortgaged Property or action in lieu thereof, except to the extent any such security deposits were applied in accordance with the terms and conditions of any leases prior to the occurrence of the Event of Default that gave rise to such foreclosure or action in lieu thereof;
- (viii) Maker fails to maintain its status as a single purpose entity as required by, and in accordance with the terms and provisions of, the Mortgage;
- (ix) Maker fails to obtain Payee's prior written consent to any subordinate financing or other voluntary lien incurred or created by Maker encumbering the Mortgaged Property as required by the Mortgage; and
- (x) Maker fails to obtain Payee's prior written consent (to the extent Payee's written consent is required under this Note, the Mortgage or the Other Security Documents) to any assignment, transfer, or conveyance of the Mortgaged Property or any interest therein as required by the Mortgage.

Notwithstanding anything to the contrary in this Note, the Mortgage or any of the Other Security Documents, Payee shall not be deemed to have waived any right which Payee may have under Section 506(a), 506(b), 1111(b) or any other provisions of the U.S. Bankruptcy Code to file a claim for the full amount of the Debt secured by the Mortgage or to require that all collateral shall continue to secure all of the Debt owing to Payee in accordance with this Note, the Mortgage or any of the Other Security Documents.

Maker represents that Maker has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Note, the Mortgage and the Other Security Documents and that this Note, the Mortgage and the Other Security Documents constitute valid and binding obligations of Maker.

All notices or other communications required or permitted to be given pursuant hereto shall be given in the manner specified in the Mortgage directed to the parties at their respective addresses as provided therein.

MAKER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE, THE MORTGAGE OR THE OTHER SECURITY DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MAKER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. PAYEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MAKER.

This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law provisions thereof (which provisions shall be deemed to exclude Section 5-1401 of the New York General Obligations Law) and the applicable laws of the United States of America.

IN WITNESS WHEREOF, Maker has duly executed this Note the day and year
first above written.

MAKER:

WEC 99A-2 LLC, a Delaware limited liability
company

By: Wolverine 99A-2, Inc., a
Delaware corporation, its Manager

By: Robert K. Wood
Name: Robert K. Wood
Title: President

Pay to the order of _____,
without recourse.

PAYEE:

CAPITAL LEASE FUNDING, L.P., a
Delaware limited partnership

By: CLF Holdings, Inc., a
Delaware corporation, its general partner

By: _____
Name: Paul H. McDowell
Title: Vice President

MAKER ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 4th day of March, 1999, before me, the undersigned officer personally appeared:

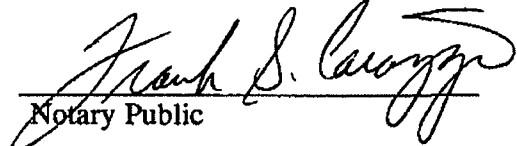
Robert K. Wood

personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the President of Wolverine 99A-2, Inc., the Manager and authorized signatory of

WEC 99A-2 LLC

and as such, being duly authorized to do so, executed, subscribed and acknowledged the foregoing instrument, by signing his name in his authorized capacity as his free and voluntary act and deed and the free and voluntary act and deed of said corporation and **WEC 99A-2 LLC**.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

Notarial Seal

My Commission Expires:

FRANK S. CAIAZZO
Notary Public, State of New York
No. 43-4777178
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 2000

Capital Lease Funding L.P.

Scheduled Monthly Payments & Interest Expense

*Loan #3589, Circuit City / Fayetteville, AR Circuit City Stores, Inc.,
 744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Monthly Principal, Interest and Servicing Fee</u>	<u>Monthly Servicing Fee</u>	<u>Monthly Interest Expense</u>
0	3/15/99	2,186.02	0.00	2,186.02
0	4/15/99	21,860.24	0.00	21,860.24
1	5/15/99	24,660.09	83.00	21,860.24
2	6/15/99	24,660.09	83.00	21,842.12
3	7/15/99	24,660.09	83.00	21,823.89
4	8/15/99	24,660.09	83.00	21,805.54
5	9/15/99	24,660.09	83.00	21,787.06
6	10/15/99	24,660.09	83.00	21,768.46
7	11/15/99	24,660.09	83.00	21,749.73
8	12/15/99	24,660.09	83.00	21,730.88
9	1/15/00	24,660.09	83.00	21,711.91
10	2/15/00	24,660.09	83.00	21,692.81
11	3/15/00	24,660.09	83.00	21,673.58
12	4/15/00	24,660.09	83.00	21,654.22
13	5/15/00	24,660.09	83.00	21,634.74
14	6/15/00	24,660.09	83.00	21,615.12
15	7/15/00	24,660.09	83.00	21,595.38
16	8/15/00	24,660.09	83.00	21,575.50
17	9/15/00	24,660.09	83.00	21,555.49
18	10/15/00	24,660.09	83.00	21,535.34
19	11/15/00	24,660.09	83.00	21,515.06
20	12/15/00	24,660.09	83.00	21,494.65
21	1/15/01	24,660.09	83.00	21,474.10
22	2/15/01	24,660.09	83.00	21,453.41
23	3/15/01	24,660.09	83.00	21,432.59
24	4/15/01	24,660.09	83.00	21,411.63
25	5/15/01	24,660.09	83.00	21,390.52
26	6/15/01	24,660.09	83.00	21,369.28
27	7/15/01	24,660.09	83.00	21,347.89
28	8/15/01	24,660.09	83.00	21,326.37
29	9/15/01	24,660.09	83.00	21,304.70
30	10/15/01	24,660.09	83.00	21,282.88
31	11/15/01	24,660.09	83.00	21,260.92
32	12/15/01	24,660.09	83.00	21,238.81
33	1/15/02	24,660.09	83.00	21,216.55
34	2/15/02	24,660.09	83.00	21,194.15
35	3/15/02	24,660.09	83.00	21,171.60
36	4/15/02	24,660.09	83.00	21,148.90
37	5/15/02	24,660.09	83.00	21,126.04
38	6/15/02	24,660.09	83.00	21,103.03
39	7/15/02	24,660.09	83.00	21,079.87
40	8/15/02	24,660.09	83.00	21,056.56
41	9/15/02	24,660.09	83.00	21,033.09
42	10/15/02	24,660.09	83.00	21,009.46
43	11/15/02	24,660.09	83.00	20,985.68

Capital Lease Funding L.P.

Scheduled Monthly Payments & Interest Expense

Loan #3589, Circuit City / Fayetteville, AR Circuit City Stores, Inc.,

744 East Joyce Blvd., Fayetteville, AR

<u>Period</u>	<u>Date</u>	<u>Monthly Principal, Interest and Servicing Fee</u>	<u>Monthly Servicing Fee</u>	<u>Monthly Interest Expense</u>
44	12/15/02	24,660.09	83.00	20,961.73
45	1/15/03	24,660.09	83.00	20,937.63
46	2/15/03	24,660.09	83.00	20,913.37
47	3/15/03	24,660.09	83.00	20,888.94
48	4/15/03	24,660.09	83.00	20,864.36
49	5/15/03	24,660.09	83.00	20,839.60
50	6/15/03	24,660.09	83.00	20,814.69
51	7/15/03	24,660.09	83.00	20,789.61
52	8/15/03	24,660.09	83.00	20,764.36
53	9/15/03	24,660.09	83.00	20,738.94
54	10/15/03	24,660.09	83.00	20,713.35
55	11/15/03	24,660.09	83.00	20,687.59
56	12/15/03	24,660.09	83.00	20,661.66
57	1/15/04	24,660.09	83.00	20,635.56
58	2/15/04	24,660.09	83.00	20,609.28
59	3/15/04	24,660.09	83.00	20,582.83
60	4/15/04	24,660.09	83.00	20,556.20
61	5/15/04	24,660.09	83.00	20,529.40
62	6/15/04	24,660.09	83.00	20,502.41
63	7/15/04	24,660.09	83.00	20,475.25
64	8/15/04	24,660.09	83.00	20,447.90
65	9/15/04	24,660.09	83.00	20,420.37
66	10/15/04	24,660.09	83.00	20,392.66
67	11/15/04	24,660.09	83.00	20,364.77
68	12/15/04	24,660.09	83.00	20,336.68
69	1/15/05	24,660.09	83.00	20,308.41
70	2/15/05	24,660.09	83.00	20,279.96
71	3/15/05	24,660.09	83.00	20,251.31
72	4/15/05	24,660.09	83.00	20,222.47
73	5/15/05	24,660.09	83.00	20,193.44
74	6/15/05	24,660.09	83.00	20,164.21
75	7/15/05	24,660.09	83.00	20,134.80
76	8/15/05	24,660.09	83.00	20,105.18
77	9/15/05	24,660.09	83.00	20,075.37
78	10/15/05	24,660.09	83.00	20,045.36
79	11/15/05	24,660.09	83.00	20,015.14
80	12/15/05	24,660.09	83.00	19,984.73
81	1/15/06	24,660.09	83.00	19,954.12
82	2/15/06	24,660.09	83.00	19,923.30
83	3/15/06	24,660.09	83.00	19,892.27
84	4/15/06	24,660.09	83.00	19,861.04
85	5/15/06	24,660.09	83.00	19,829.60
86	6/15/06	24,660.09	83.00	19,797.95
87	7/15/06	24,660.09	83.00	19,766.09
88	8/15/06	24,660.09	83.00	19,734.01

Capital Lease Funding L.P.

Scheduled Monthly Payments & Interest Expense

Loan #3589, Circuit City / Fayetteville, AR Circuit City Stores, Inc.,

744 East Joyce Blvd., Fayetteville, AR

<u>Period</u>	<u>Date</u>	<u>Monthly Principal, Interest and Servicing Fee</u>	<u>Monthly Servicing Fee</u>	<u>Monthly Interest Expense</u>
89	9/15/06	24,660.09	83.00	19,701.73
90	10/15/06	24,660.09	83.00	19,669.22
91	11/15/06	24,660.09	83.00	19,636.51
92	12/15/06	24,660.09	83.00	19,603.57
93	1/15/07	24,660.09	83.00	19,570.41
94	2/15/07	24,660.09	83.00	19,537.03
95	3/15/07	24,660.09	83.00	19,503.43
96	4/15/07	24,660.09	83.00	19,469.61
97	5/15/07	24,660.09	83.00	19,435.56
98	6/15/07	24,660.09	83.00	19,401.28
99	7/15/07	24,660.09	83.00	19,366.78
100	8/15/07	24,660.09	83.00	19,332.04
101	9/15/07	24,660.09	83.00	19,297.07
102	10/15/07	24,660.09	83.00	19,261.87
103	11/15/07	24,660.09	83.00	19,226.44
104	12/15/07	24,660.09	83.00	19,190.77
105	1/15/08	24,660.09	83.00	19,154.86
106	2/15/08	24,660.09	83.00	19,118.71
107	3/15/08	24,660.09	83.00	19,082.32
108	4/15/08	24,660.09	83.00	19,045.69
109	5/15/08	24,660.09	83.00	19,008.81
110	6/15/08	24,660.09	83.00	18,971.69
111	7/15/08	24,660.09	83.00	18,934.32
112	8/15/08	24,660.09	83.00	18,896.70
113	9/15/08	24,660.09	83.00	18,858.84
114	10/15/08	24,660.09	83.00	18,820.71
115	11/15/08	24,660.09	83.00	18,782.34
116	12/15/08	24,660.09	83.00	18,743.71
117	1/15/09	24,660.09	83.00	18,704.82
118	2/15/09	24,660.09	83.00	18,665.67
119	3/15/09	24,660.09	83.00	18,626.26
120	4/15/09	24,660.09	83.00	18,586.59
121	5/15/09	24,660.09	83.00	18,546.65
122	6/15/09	24,660.09	83.00	18,506.45
123	7/15/09	24,660.09	83.00	18,465.98
124	8/15/09	24,660.09	83.00	18,425.24
125	9/15/09	24,660.09	83.00	18,384.22
126	10/15/09	24,660.09	83.00	18,342.94
127	11/15/09	24,660.09	83.00	18,301.38
128	12/15/09	24,660.09	83.00	18,259.54
129	1/15/10	24,660.09	83.00	18,217.42
130	2/15/10	24,660.09	83.00	18,175.02
131	3/15/10	24,660.09	83.00	18,132.34
132	4/15/10	24,660.09	83.00	18,089.38
133	5/15/10	24,660.09	83.00	18,046.13

Capital Lease Funding L.P.

Scheduled Monthly Payments & Interest Expense

*Loan #3589, Circuit City / Fayetteville, AR Circuit City Stores, Inc.,
 744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Monthly Principal, Interest and Servicing Fee</u>	<u>Monthly Servicing Fee</u>	<u>Monthly Interest Expense</u>
134	6/15/10	24,660.09	83.00	18,002.59
135	7/15/10	24,660.09	83.00	17,958.76
136	8/15/10	24,660.09	83.00	17,914.63
137	9/15/10	24,660.09	83.00	17,870.22
138	10/15/10	24,660.09	83.00	17,825.51
139	11/15/10	24,660.09	83.00	17,780.50
140	12/15/10	24,660.09	83.00	17,735.18
141	1/15/11	24,660.09	83.00	17,689.57
142	2/15/11	24,660.09	83.00	17,643.66
143	3/15/11	24,660.09	83.00	17,597.43
144	4/15/11	24,660.09	83.00	17,550.90
145	5/15/11	24,660.09	83.00	17,504.06
146	6/15/11	24,660.09	83.00	17,456.91
147	7/15/11	24,660.09	83.00	17,409.44
148	8/15/11	24,660.09	83.00	17,361.65
149	9/15/11	24,660.09	83.00	17,313.55
150	10/15/11	24,660.09	83.00	17,265.13
151	11/15/11	24,660.09	83.00	17,216.38
152	12/15/11	24,660.09	83.00	17,167.31
153	1/15/12	24,660.09	83.00	17,117.91
154	2/15/12	24,660.09	83.00	17,068.18
155	3/15/12	24,660.09	83.00	17,018.12
156	4/15/12	24,660.09	83.00	16,967.73
157	5/15/12	24,660.09	83.00	16,917.00
158	6/15/12	24,660.09	83.00	16,865.93
159	7/15/12	24,660.09	83.00	16,814.53
160	8/15/12	24,660.09	83.00	16,762.78
161	9/15/12	24,660.09	83.00	16,710.68
162	10/15/12	24,660.09	83.00	16,658.24
163	11/15/12	24,660.09	83.00	16,605.45
164	12/15/12	24,660.09	83.00	16,552.30
165	1/15/13	24,660.09	83.00	16,498.80
166	2/15/13	24,660.09	83.00	16,444.95
167	3/15/13	24,660.09	83.00	16,390.73
168	4/15/13	24,660.09	83.00	16,336.16
169	5/15/13	24,660.09	83.00	16,281.22
170	6/15/13	24,660.09	83.00	16,225.91
171	7/15/13	24,660.09	83.00	16,170.24
172	8/15/13	24,660.09	83.00	16,114.19
173	9/15/13	24,660.09	83.00	16,057.77
174	10/15/13	24,660.09	83.00	16,000.98
175	11/15/13	24,660.09	83.00	15,943.80
176	12/15/13	24,660.09	83.00	15,886.25
177	1/15/14	24,660.09	83.00	15,828.31
178	2/15/14	24,660.09	83.00	15,769.98

Capital Lease Funding L.P.

Scheduled Monthly Payments & Interest Expense

Loan #3589, Circuit City / Fayetteville, AR Circuit City Stores, Inc.,
 744 East Joyce Blvd., Fayetteville, AR

<u>Period</u>	<u>Date</u>	<u>Monthly Principal, Interest and Servicing Fee</u>	<u>Monthly Servicing Fee</u>	<u>Monthly Interest Expense</u>
179	3/15/14	24,660.09	83.00	15,711.27
180	4/15/14	24,660.09	83.00	15,652.16
181	5/15/14	24,660.09	83.00	15,592.66
182	6/15/14	24,660.09	83.00	15,532.77
183	7/15/14	24,660.09	83.00	15,472.47
184	8/15/14	24,660.09	83.00	15,411.78
185	9/15/14	24,660.09	83.00	15,350.67
186	10/15/14	24,660.09	83.00	15,289.16
187	11/15/14	24,660.09	83.00	15,227.24
188	12/15/14	24,660.09	83.00	15,164.91
189	1/15/15	24,660.09	83.00	15,102.16
190	2/15/15	24,660.09	83.00	15,039.00
191	3/15/15	24,660.09	83.00	14,975.41
192	4/15/15	24,660.09	83.00	14,911.40
193	5/15/15	24,660.09	83.00	14,846.96
194	6/15/15	24,660.09	83.00	14,782.09
195	7/15/15	24,660.09	83.00	14,716.79
196	8/15/15	24,660.09	83.00	14,651.06
197	9/15/15	24,660.09	83.00	14,584.89
198	10/15/15	24,660.09	83.00	14,518.27
199	11/15/15	24,660.09	83.00	14,451.21
200	12/15/15	24,660.09	83.00	14,383.71
201	1/15/16	24,660.09	83.00	14,315.75
202	2/15/16	24,660.09	83.00	14,247.34
203	3/15/16	24,660.09	83.00	14,178.48
204	4/15/16	24,660.09	83.00	14,109.15
205	5/15/16	24,660.09	83.00	14,039.37
206	6/15/16	24,660.09	83.00	13,969.11
207	7/15/16	24,660.09	83.00	13,898.39
208	8/15/16	24,660.09	83.00	13,827.20
209	9/15/16	24,660.09	83.00	13,755.54
210	10/15/16	24,660.09	83.00	13,683.39
211	11/15/16	24,660.09	83.00	13,610.77
212	12/15/16	24,660.09	83.00	13,537.66
213	1/15/17	24,660.09	83.00	13,464.06
214	2/15/17	24,660.09	83.00	13,389.98
215	3/15/17	24,660.09	83.00	13,315.40
216	4/15/17	24,660.09	83.00	13,240.32
217	5/15/17	24,660.09	83.00	13,164.74
218	6/15/17	24,660.09	83.00	13,088.66
219	7/15/17	24,660.09	83.00	13,012.07
220	8/15/17	24,660.09	83.00	12,934.97
221	9/15/17	24,660.09	83.00	12,857.35
222	10/15/17	24,660.09	83.00	12,779.22
223	11/15/17	24,660.09	83.00	12,700.57

Capital Lease Funding L.P.

Scheduled Monthly Payments & Interest Expense

*Loan #3589, Circuit City / Fayetteville, AR Circuit City Stores, Inc.,
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Monthly Principal, Interest and Servicing Fee</u>	<u>Monthly Servicing Fee</u>	<u>Monthly Interest Expense</u>
224	12/15/17	24,660.09	83.00	12,621.39
225	1/15/18	24,660.09	83.00	12,541.69
226	2/15/18	24,660.09	83.00	12,461.45
227	3/15/18	24,660.09	83.00	12,380.68
228	4/15/18	24,660.09	83.00	12,299.37
229	5/15/18	24,660.09	83.00	12,217.52
230	6/15/18	24,660.09	83.00	12,135.12
231	7/15/18	24,660.09	83.00	12,052.18
232	8/15/18	24,660.09	83.00	11,968.68
233	9/15/18	24,660.09	83.00	11,884.62
234	10/15/18	24,660.09	83.00	11,800.01
235	11/15/18	24,660.09	83.00	11,714.82
236	12/15/18	24,660.09	83.00	11,629.08
237	1/15/19	24,660.09	83.00	11,542.76
238	2/15/19	24,660.09	83.00	11,455.86
239	3/15/19	24,660.09	83.00	11,368.39
240	4/15/19	24,660.09	83.00	11,280.33
241	5/15/19	24,660.09	83.00	11,191.68
242	6/15/19	24,660.09	83.00	11,102.45
243	7/15/19	24,660.09	83.00	11,012.62
244	8/15/19	24,660.09	83.00	10,922.19
245	9/15/19	24,660.09	83.00	10,831.15
246	10/15/19	24,660.09	83.00	10,739.51
247	11/15/19	24,660.09	83.00	10,647.26
248	12/15/19	24,660.09	83.00	10,554.40
249	1/15/20	24,660.09	83.00	10,460.91
250	2/15/20	24,660.09	83.00	10,366.80
251	3/15/20	24,660.09	83.00	10,272.07
252	4/15/20	24,660.09	83.00	10,176.70
253	5/15/20	24,660.09	83.00	10,080.70
254	6/15/20	24,660.09	83.00	9,984.06
255	7/15/20	24,660.09	83.00	9,886.77
256	8/15/20	24,660.09	83.00	9,788.84
257	9/15/20	24,660.09	83.00	9,690.25
258	10/15/20	24,660.09	83.00	9,591.00
259	11/15/20	24,660.09	83.00	9,491.09
260	12/15/20	24,660.09	83.00	9,390.52
261	1/15/21	24,660.09	83.00	9,289.28
262	2/15/21	24,660.09	83.00	9,187.36
263	3/15/21	24,660.09	83.00	9,084.76
264	4/15/21	1,356,286.09	82.93	8,981.48

Capital Lease Funding L.P.

*Principal, Interest and Reserve Payments for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Monthly Payments</u>
0	3/15/99	24,046.26
1	5/15/99	24,577.09
2	6/15/99	24,577.09
3	7/15/99	24,577.09
4	8/15/99	24,577.09
5	9/15/99	24,577.09
6	10/15/99	24,577.09
7	11/15/99	24,577.09
8	12/15/99	24,577.09
9	1/15/00	24,577.09
10	2/15/00	24,577.09
11	3/15/00	24,577.09
12	4/15/00	24,577.09
13	5/15/00	24,577.09
14	6/15/00	24,577.09
15	7/15/00	24,577.09
16	8/15/00	24,577.09
17	9/15/00	24,577.09
18	10/15/00	24,577.09
19	11/15/00	24,577.09
20	12/15/00	24,577.09
21	1/15/01	24,577.09
22	2/15/01	24,577.09
23	3/15/01	24,577.09
24	4/15/01	24,577.09
25	5/15/01	24,577.09
26	6/15/01	24,577.09
27	7/15/01	24,577.09
28	8/15/01	24,577.09
29	9/15/01	24,577.09
30	10/15/01	24,577.09
31	11/15/01	24,577.09
32	12/15/01	24,577.09
33	1/15/02	24,577.09
34	2/15/02	24,577.09
35	3/15/02	24,577.09
36	4/15/02	24,577.09
37	5/15/02	24,577.09
38	6/15/02	24,577.09
39	7/15/02	24,577.09
40	8/15/02	24,577.09
41	9/15/02	24,577.09
42	10/15/02	24,577.09
43	11/15/02	24,577.09

Capital Lease Funding L.P.

Principal, Interest and Reserve Payments for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR

<u>Period</u>	<u>Date</u>	<u>Monthly Payments</u>
44	12/15/02	24,577.09
45	1/15/03	24,577.09
46	2/15/03	24,577.09
47	3/15/03	24,577.09
48	4/15/03	24,577.09
49	5/15/03	24,577.09
50	6/15/03	24,577.09
51	7/15/03	24,577.09
52	8/15/03	24,577.09
53	9/15/03	24,577.09
54	10/15/03	24,577.09
55	11/15/03	24,577.09
56	12/15/03	24,577.09
57	1/15/04	24,577.09
58	2/15/04	24,577.09
59	3/15/04	24,577.09
60	4/15/04	24,577.09
61	5/15/04	24,577.09
62	6/15/04	24,577.09
63	7/15/04	24,577.09
64	8/15/04	24,577.09
65	9/15/04	24,577.09
66	10/15/04	24,577.09
67	11/15/04	24,577.09
68	12/15/04	24,577.09
69	1/15/05	24,577.09
70	2/15/05	24,577.09
71	3/15/05	24,577.09
72	4/15/05	24,577.09
73	5/15/05	24,577.09
74	6/15/05	24,577.09
75	7/15/05	24,577.09
76	8/15/05	24,577.09
77	9/15/05	24,577.09
78	10/15/05	24,577.09
79	11/15/05	24,577.09
80	12/15/05	24,577.09
81	1/15/06	24,577.09
82	2/15/06	24,577.09
83	3/15/06	24,577.09
84	4/15/06	24,577.09
85	5/15/06	24,577.09
86	6/15/06	24,577.09
87	7/15/06	24,577.09
88	8/15/06	24,577.09

Capital Lease Funding L.P.

*Principal, Interest and Reserve Payments for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Monthly Payments</u>
89	9/15/06	24,577.09
90	10/15/06	24,577.09
91	11/15/06	24,577.09
92	12/15/06	24,577.09
93	1/15/07	24,577.09
94	2/15/07	24,577.09
95	3/15/07	24,577.09
96	4/15/07	24,577.09
97	5/15/07	24,577.09
98	6/15/07	24,577.09
99	7/15/07	24,577.09
100	8/15/07	24,577.09
101	9/15/07	24,577.09
102	10/15/07	24,577.09
103	11/15/07	24,577.09
104	12/15/07	24,577.09
105	1/15/08	24,577.09
106	2/15/08	24,577.09
107	3/15/08	24,577.09
108	4/15/08	24,577.09
109	5/15/08	24,577.09
110	6/15/08	24,577.09
111	7/15/08	24,577.09
112	8/15/08	24,577.09
113	9/15/08	24,577.09
114	10/15/08	24,577.09
115	11/15/08	24,577.09
116	12/15/08	24,577.09
117	1/15/09	24,577.09
118	2/15/09	24,577.09
119	3/15/09	24,577.09
120	4/15/09	24,577.09
121	5/15/09	24,577.09
122	6/15/09	24,577.09
123	7/15/09	24,577.09
124	8/15/09	24,577.09
125	9/15/09	24,577.09
126	10/15/09	24,577.09
127	11/15/09	24,577.09
128	12/15/09	24,577.09
129	1/15/10	24,577.09
130	2/15/10	24,577.09
131	3/15/10	24,577.09
132	4/15/10	24,577.09
133	5/15/10	24,577.09

Capital Lease Funding L.P.

Principal, Interest and Reserve Payments for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR

<u>Period</u>	<u>Date</u>	Monthly <u>Payments</u>
134	6/15/10	24,577.09
135	7/15/10	24,577.09
136	8/15/10	24,577.09
137	9/15/10	24,577.09
138	10/15/10	24,577.09
139	11/15/10	24,577.09
140	12/15/10	24,577.09
141	1/15/11	24,577.09
142	2/15/11	24,577.09
143	3/15/11	24,577.09
144	4/15/11	24,577.09
145	5/15/11	24,577.09
146	6/15/11	24,577.09
147	7/15/11	24,577.09
148	8/15/11	24,577.09
149	9/15/11	24,577.09
150	10/15/11	24,577.09
151	11/15/11	24,577.09
152	12/15/11	24,577.09
153	1/15/12	24,577.09
154	2/15/12	24,577.09
155	3/15/12	24,577.09
156	4/15/12	24,577.09
157	5/15/12	24,577.09
158	6/15/12	24,577.09
159	7/15/12	24,577.09
160	8/15/12	24,577.09
161	9/15/12	24,577.09
162	10/15/12	24,577.09
163	11/15/12	24,577.09
164	12/15/12	24,577.09
165	1/15/13	24,577.09
166	2/15/13	24,577.09
167	3/15/13	24,577.09
168	4/15/13	24,577.09
169	5/15/13	24,577.09
170	6/15/13	24,577.09
171	7/15/13	24,577.09
172	8/15/13	24,577.09
173	9/15/13	24,577.09
174	10/15/13	24,577.09
175	11/15/13	24,577.09
176	12/15/13	24,577.09
177	1/15/14	24,577.09
178	2/15/14	24,577.09

Capital Lease Funding L.P.

*Principal, Interest and Reserve Payments for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	Monthly <u>Payments</u>
179	3/15/14	24,577.09
180	4/15/14	24,577.09
181	5/15/14	24,577.09
182	6/15/14	24,577.09
183	7/15/14	24,577.09
184	8/15/14	24,577.09
185	9/15/14	24,577.09
186	10/15/14	24,577.09
187	11/15/14	24,577.09
188	12/15/14	24,577.09
189	1/15/15	24,577.09
190	2/15/15	24,577.09
191	3/15/15	24,577.09
192	4/15/15	24,577.09
193	5/15/15	24,577.09
194	6/15/15	24,577.09
195	7/15/15	24,577.09
196	8/15/15	24,577.09
197	9/15/15	24,577.09
198	10/15/15	24,577.09
199	11/15/15	24,577.09
200	12/15/15	24,577.09
201	1/15/16	24,577.09
202	2/15/16	24,577.09
203	3/15/16	24,577.09
204	4/15/16	24,577.09
205	5/15/16	24,577.09
206	6/15/16	24,577.09
207	7/15/16	24,577.09
208	8/15/16	24,577.09
209	9/15/16	24,577.09
210	10/15/16	24,577.09
211	11/15/16	24,577.09
212	12/15/16	24,577.09
213	1/15/17	24,577.09
214	2/15/17	24,577.09
215	3/15/17	24,577.09
216	4/15/17	24,577.09
217	5/15/17	24,577.09
218	6/15/17	24,577.09
219	7/15/17	24,577.09
220	8/15/17	24,577.09
221	9/15/17	24,577.09
222	10/15/17	24,577.09
223	11/15/17	24,577.09

Capital Lease Funding L.P.

*Principal, Interest and Reserve Payments for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Monthly Payments</u>
224	12/15/17	24,577.09
225	1/15/18	24,577.09
226	2/15/18	24,577.09
227	3/15/18	24,577.09
228	4/15/18	24,577.09
229	5/15/18	24,577.09
230	6/15/18	24,577.09
231	7/15/18	24,577.09
232	8/15/18	24,577.09
233	9/15/18	24,577.09
234	10/15/18	24,577.09
235	11/15/18	24,577.09
236	12/15/18	24,577.09
237	1/15/19	24,577.09
238	2/15/19	24,577.09
239	3/15/19	24,577.09
240	4/15/19	24,577.09
241	5/15/19	24,577.09
242	6/15/19	24,577.09
243	7/15/19	24,577.09
244	8/15/19	24,577.09
245	9/15/19	24,577.09
246	10/15/19	24,577.09
247	11/15/19	24,577.09
248	12/15/19	24,577.09
249	1/15/20	24,577.09
250	2/15/20	24,577.09
251	3/15/20	24,577.09
252	4/15/20	24,577.09
253	5/15/20	24,577.09
254	6/15/20	24,577.09
255	7/15/20	24,577.09
256	8/15/20	24,577.09
257	9/15/20	24,577.09
258	10/15/20	24,577.09
259	11/15/20	24,577.09
260	12/15/20	24,577.09
261	1/15/21	24,577.09
262	2/15/21	24,577.09
263	3/15/21	24,577.09
264	4/15/21	1,356,203.16

Capital Lease Funding L.P.

*Excess Cash to Borrower for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	Cash to <u>Borrower</u>
0	3/15/99	0.00
1	5/15/99	3,089.91
2	6/15/99	3,089.91
3	7/15/99	3,089.91
4	8/15/99	3,089.91
5	9/15/99	3,089.91
6	10/15/99	3,089.91
7	11/15/99	3,089.91
8	12/15/99	3,089.91
9	1/15/00	3,089.91
10	2/15/00	3,089.91
11	3/15/00	3,089.91
12	4/15/00	3,089.91
13	5/15/00	3,089.91
14	6/15/00	3,089.91
15	7/15/00	3,089.91
16	8/15/00	3,089.91
17	9/15/00	3,089.91
18	10/15/00	3,089.91
19	11/15/00	3,089.91
20	12/15/00	3,089.91
21	1/15/01	3,089.91
22	2/15/01	3,089.91
23	3/15/01	3,089.91
24	4/15/01	3,089.91
25	5/15/01	3,089.91
26	6/15/01	3,089.91
27	7/15/01	3,089.91
28	8/15/01	3,089.91
29	9/15/01	3,089.91
30	10/15/01	3,089.91
31	11/15/01	3,089.91
32	12/15/01	3,089.91
33	1/15/02	3,089.91
34	2/15/02	3,089.91
35	3/15/02	3,089.91
36	4/15/02	3,089.91
37	5/15/02	3,089.91
38	6/15/02	3,089.91
39	7/15/02	3,089.91
40	8/15/02	3,089.91
41	9/15/02	3,089.91
42	10/15/02	3,089.91
43	11/15/02	3,089.91

Capital Lease Funding L.P.

*Excess Cash to Borrower for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	Cash to <u>Borrower</u>
44	12/15/02	3,089.91
45	1/15/03	3,089.91
46	2/15/03	3,089.91
47	3/15/03	3,089.91
48	4/15/03	3,089.91
49	5/15/03	3,089.91
50	6/15/03	3,089.91
51	7/15/03	3,089.91
52	8/15/03	3,089.91
53	9/15/03	3,089.91
54	10/15/03	3,089.91
55	11/15/03	3,089.91
56	12/15/03	3,089.91
57	1/15/04	3,089.91
58	2/15/04	3,089.91
59	3/15/04	3,089.91
60	4/15/04	3,089.91
61	5/15/04	3,089.91
62	6/15/04	3,089.91
63	7/15/04	3,089.91
64	8/15/04	3,089.91
65	9/15/04	3,089.91
66	10/15/04	3,089.91
67	11/15/04	3,089.91
68	12/15/04	3,089.91
69	1/15/05	3,089.91
70	2/15/05	3,089.91
71	3/15/05	3,089.91
72	4/15/05	3,089.91
73	5/15/05	3,089.91
74	6/15/05	3,089.91
75	7/15/05	3,089.91
76	8/15/05	3,089.91
77	9/15/05	3,089.91
78	10/15/05	3,089.91
79	11/15/05	3,089.91
80	12/15/05	3,089.91
81	1/15/06	3,089.91
82	2/15/06	3,089.91
83	3/15/06	3,089.91
84	4/15/06	3,089.91
85	5/15/06	3,089.91
86	6/15/06	3,089.91
87	7/15/06	3,089.91
88	8/15/06	3,089.91

Capital Lease Funding L.P.

*Excess Cash to Borrower for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	Cash to <u>Borrower</u>
89	9/15/06	3,089.91
90	10/15/06	3,089.91
91	11/15/06	3,089.91
92	12/15/06	3,089.91
93	1/15/07	3,089.91
94	2/15/07	3,089.91
95	3/15/07	3,089.91
96	4/15/07	3,089.91
97	5/15/07	3,089.91
98	6/15/07	3,089.91
99	7/15/07	3,089.91
100	8/15/07	3,089.91
101	9/15/07	3,089.91
102	10/15/07	3,089.91
103	11/15/07	3,089.91
104	12/15/07	3,089.91
105	1/15/08	3,089.91
106	2/15/08	3,089.91
107	3/15/08	3,089.91
108	4/15/08	3,089.91
109	5/15/08	3,089.91
110	6/15/08	3,089.91
111	7/15/08	3,089.91
112	8/15/08	3,089.91
113	9/15/08	3,089.91
114	10/15/08	3,089.91
115	11/15/08	3,089.91
116	12/15/08	3,089.91
117	1/15/09	3,089.91
118	2/15/09	3,089.91
119	3/15/09	3,089.91
120	4/15/09	3,089.91
121	5/15/09	3,089.91
122	6/15/09	3,089.91
123	7/15/09	3,089.91
124	8/15/09	3,089.91
125	9/15/09	3,089.91
126	10/15/09	3,089.91
127	11/15/09	3,089.91
128	12/15/09	3,089.91
129	1/15/10	3,089.91
130	2/15/10	3,089.91
131	3/15/10	3,089.91
132	4/15/10	3,089.91
133	5/15/10	3,089.91

Capital Lease Funding L.P.

*Excess Cash to Borrower for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Cash to Borrower</u>
134	6/15/10	3,089.91
135	7/15/10	3,089.91
136	8/15/10	3,089.91
137	9/15/10	3,089.91
138	10/15/10	3,089.91
139	11/15/10	3,089.91
140	12/15/10	3,089.91
141	1/15/11	3,089.91
142	2/15/11	3,089.91
143	3/15/11	3,089.91
144	4/15/11	3,089.91
145	5/15/11	3,089.91
146	6/15/11	3,089.91
147	7/15/11	3,089.91
148	8/15/11	3,089.91
149	9/15/11	3,089.91
150	10/15/11	3,089.91
151	11/15/11	3,089.91
152	12/15/11	3,089.91
153	1/15/12	3,089.91
154	2/15/12	3,089.91
155	3/15/12	3,089.91
156	4/15/12	3,089.91
157	5/15/12	3,089.91
158	6/15/12	3,089.91
159	7/15/12	3,089.91
160	8/15/12	3,089.91
161	9/15/12	3,089.91
162	10/15/12	3,089.91
163	11/15/12	3,089.91
164	12/15/12	3,089.91
165	1/15/13	3,089.91
166	2/15/13	3,089.91
167	3/15/13	3,089.91
168	4/15/13	3,089.91
169	5/15/13	3,089.91
170	6/15/13	3,089.91
171	7/15/13	3,089.91
172	8/15/13	3,089.91
173	9/15/13	3,089.91
174	10/15/13	3,089.91
175	11/15/13	3,089.91
176	12/15/13	3,089.91
177	1/15/14	3,089.91
178	2/15/14	3,089.91

Capital Lease Funding L.P.

*Excess Cash to Borrower for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	<u>Cash to Borrower</u>
179	3/15/14	3,089.91
180	4/15/14	3,089.91
181	5/15/14	3,089.91
182	6/15/14	3,089.91
183	7/15/14	3,089.91
184	8/15/14	3,089.91
185	9/15/14	3,089.91
186	10/15/14	3,089.91
187	11/15/14	3,089.91
188	12/15/14	3,089.91
189	1/15/15	3,089.91
190	2/15/15	3,089.91
191	3/15/15	3,089.91
192	4/15/15	3,089.91
193	5/15/15	3,089.91
194	6/15/15	3,089.91
195	7/15/15	3,089.91
196	8/15/15	3,089.91
197	9/15/15	3,089.91
198	10/15/15	3,089.91
199	11/15/15	3,089.91
200	12/15/15	3,089.91
201	1/15/16	3,089.91
202	2/15/16	3,089.91
203	3/15/16	3,089.91
204	4/15/16	3,089.91
205	5/15/16	3,089.91
206	6/15/16	3,089.91
207	7/15/16	3,089.91
208	8/15/16	3,089.91
209	9/15/16	3,089.91
210	10/15/16	3,089.91
211	11/15/16	3,089.91
212	12/15/16	3,089.91
213	1/15/17	3,089.91
214	2/15/17	3,089.91
215	3/15/17	3,089.91
216	4/15/17	3,089.91
217	5/15/17	3,089.91
218	6/15/17	3,089.91
219	7/15/17	3,089.91
220	8/15/17	3,089.91
221	9/15/17	3,089.91
222	10/15/17	3,089.91
223	11/15/17	3,089.91

Capital Lease Funding L.P.

*Excess Cash to Borrower for Circuit City Stores, Inc. Transaction
744 East Joyce Blvd., Fayetteville, AR*

<u>Period</u>	<u>Date</u>	Cash to <u>Borrower</u>
224	12/15/17	3,089.91
225	1/15/18	3,089.91
226	2/15/18	3,089.91
227	3/15/18	3,089.91
228	4/15/18	3,089.91
229	5/15/18	3,089.91
230	6/15/18	3,089.91
231	7/15/18	3,089.91
232	8/15/18	3,089.91
233	9/15/18	3,089.91
234	10/15/18	3,089.91
235	11/15/18	3,089.91
236	12/15/18	3,089.91
237	1/15/19	3,089.91
238	2/15/19	3,089.91
239	3/15/19	3,089.91
240	4/15/19	3,089.91
241	5/15/19	3,089.91
242	6/15/19	3,089.91
243	7/15/19	3,089.91
244	8/15/19	3,089.91
245	9/15/19	3,089.91
246	10/15/19	3,089.91
247	11/15/19	3,089.91
248	12/15/19	3,089.91
249	1/15/20	3,089.91
250	2/15/20	3,089.91
251	3/15/20	3,089.91
252	4/15/20	3,089.91
253	5/15/20	3,089.91
254	6/15/20	3,089.91
255	7/15/20	3,089.91
256	8/15/20	3,089.91
257	9/15/20	3,089.91
258	10/15/20	3,089.91
259	11/15/20	3,089.91
260	12/15/20	3,089.91
261	1/15/21	3,089.91
262	2/15/21	3,089.91
263	3/15/21	3,089.91
264	4/15/21	3,089.91

ALLONGE

This allonge is attached to and forms a part of that certain Mortgage Note dated as of March 12, 1999 in the original principal amount of \$3,279,035.28 from WEC99A-2 LLC, a Delaware limited liability company in favor of CAPITAL LEASE FUNDING, L.P., a Delaware limited partnership ("Assignor"). Assignor hereby endorses the note described in the preceding sentence payable to the order of _____, without any right of recourse or any representation or warranty.

Dated: August____, 1999

**CAPITAL LEASE FUNDING, L.P., a
Delaware limited partnership**

By: CLF Holdings, Inc., a Delaware corporation.

By: _____

Shawn P. Seale
Shawn P. Seale
Vice President